

THIS LEASE AMENDMENT (this "Amendment") dated as of ~~September~~ ^{November} 7, 1985 between BATTERY PARK CITY AUTHORITY, a New York public benefit corporation having an office at 40 West Street, New York, New York 10006 ("Landlord") and MARINER'S COVE SITE J ASSOCIATES, a New York general partnership having an office c/o Goodstein Construction Corp., 211 East 46th Street, New York, New York 10017.

W I T N E S S E T H :

WHEREAS, Landlord and Tenant are parties to an Agreement of Lease dated as of October 25, 1984 (the "Lease"), a Memorandum of which, ~~being~~ ^{being} given date therewith, was recorded in the Office of the City Register, New York County on October 30, 1984 in Reel 843 at page 1699 covering the premises more particularly described in Exhibit A hereto; and

WHEREAS, Landlord and Tenant are desirous of amending the Lease in the manner hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, the parties hereto hereby agree that the Lease is hereby amended in the following respects:

1. Section 42.09(c) of the Lease is hereby amended in its entirety to read as follows:

"(c) In addition to the rights and remedies granted to Landlord pursuant to the provisions of this Lease, each Unit Owner hereby grants to Landlord, effective only upon the occurrence of a Unit Owner Default and continuing until the payment to Landlord of the Deficiency Amount, a lien on such Unit (a "Landlord's Lien"), which Landlord's Lien shall be prior to all other liens on such Unit, except for Taxes, Impositions, the lien granted to the Board of Managers pursuant to the Condominium Act, liens granted to Governmental Authorities which, pursuant to applicable law, are granted a priority and all sums unpaid on a first mortgage of record. Such Landlord's Lien shall be enforceable by Landlord only if Landlord shall have elected, in accordance with Section 42.09(a), to pursue its rights and remedies against such Defaulting Unit Owner."

2. Except as herein amended, the terms and provisions of the Lease, in all other respects, shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

BATTERY PARK CITY AUTHORITY

By: [Signature]
Its: President

MARINER'S COVE SITE J ASSOCIATES, a New York general partnership

By: CARA ASSOCIATES, a New York general partnership

By: [Signature]
a partner

By: HUDSON SOUTH ASSOCIATES, a New York general partnership

By: [Signature]
a partner

By: RECTOR PARK ASSOCIATES, a New York general partnership

By: [Signature]
a partner

The undersigned hereby consents to this Lease Amendment.

CITIBANK, N.A.

By: _____
Its: _____

PARCEL J

ALL that certain plot piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Rector Place distant 247.41 feet South 77 degrees 31 minutes 29 seconds West, as measured along the northerly side of Rector Place, from the point formed by the intersection of the northerly side of Rector Place with the westerly side of South End Avenue;

RUNNING THENCE South 77 degrees 31 minutes 29 seconds West along the northerly side of Rector Place 63 feet;

THENCE along the sides of a park, as shown on a map bearing Acc. No. 30071 and showing a change in the City Map, which map was approved by a resolution adopted by the Board of Estimate on November 13, 1981 (Cal. No. 4), the following 2 courses and distances:

- 1) South 77 degrees 31 minutes 29 seconds West, 70 feet;
- 2) North 18 degrees 14 minutes 10 seconds West, 122.44 feet;

THENCE North 77 degrees 31 minutes 29 seconds East 145.29 feet;

THENCE South 12 degrees 28 minutes 31 seconds East, 121.83 feet to the point or place of BEGINNING.

TOGETHER with the benefits of and subject to the burdens of an easement of pedestrian and vehicular ingress and egress as set forth limited and delineated in a Declaration of Easement made by Battery Park City Authority dated as of 3/23/84 and recorded on 3/28/84 in Reel 778 page 44 over the following described parcel:

ALL that certain plot piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York and more particularly bounded and described as follows:

BEGINNING at a point in the southerly line of Albany Street distant 108.58 feet westerly from the corner formed by the intersection of the westerly line of South End Avenue with the southerly line of Albany Street:

1. running thence south 12 degrees 28 minutes 31 seconds east 122.00 feet;

2. thence south 77 degrees 31 minutes 29 seconds west, 182.00 feet;
3. thence north 12 degrees 28 minutes 31 seconds west, 122.00 feet to the southerly line of Albany Street;
4. thence north 77 degrees 31 minutes 29 seconds east along the southerly line of Albany Street, 25.00 feet;
5. thence south 12 degrees 28 minutes 31 seconds east, 97.00 feet;
6. thence north 77 degrees 31 minutes 29 seconds east, 132.00 feet;
7. thence north 12 degrees 28 minutes 31 seconds west, 97.00 feet to the southerly line of Albany Street;
8. thence north 77 degrees 31 minutes 29 seconds east along the southerly line of Albany Street, 25.00 feet to the point or place of BEGINNING.

Bearings are in the same system used on the Borough Survey, Borough President's Office, Borough of Manhattan.